

# General Purchasing Conditions for Supplies and Services (GPC)

## Part A – GENERAL PROVISIONS

### 1. Scope of Application

- 1.1. These GPC form an integral part of purchasing orders ("PO") issued by Provet AG ("Purchaser") for supplies (Part B) and services (Part C) to be provided by Supplier. These GPC supersede any previously issued GPCs.
- 1.2. Purchaser hereby expressly rejects any general terms and conditions of Supplier irrespective of whether or not, how and when such terms and conditions of Supplier have been transmitted to Purchaser and whether or not they are referenced in any offer or order confirmation.
- 1.3. Any agreements made orally, the exclusion, as well as modifications or amendments to the GPC are to be confirmed by Purchaser in writing; otherwise, they shall not have any binding effect and shall not become part of the Contract as defined in Clause 2.

### 2. Creation of Contract

- 2.1. Each PO by Purchaser to the Supplier shall be an offer to purchase goods or services. The date for delivery and/or performance shall be specified in the PO.
- 2.2. A PO may be withdrawn or amended by Purchaser at any time before acceptance by the Supplier. Acceptance of an Order by the Supplier shall occur when it is expressly accepted in writing by the Supplier (e-mail sufficient) or by any other conduct of the Supplier which the Purchaser reasonably considers is consistent with acceptance of the Order. Upon Supplier's acceptance, Purchaser's PO in connection with the GPC, shall form the contract ("Contract").
- 2.3. If Supplier is unable to accept an order, it shall notify Purchaser promptly in writing.

### 3. Confidentiality

- 3.1. The Supplier shall keep in strict confidence, and use only for the purpose of performing the Contract, all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Purchaser or its agents or sub-contractors and any other confidential information concerning the Purchaser's business or its products which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know the same for the purpose of performing the Contract and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality and restrictions of use as bind the Supplier. Information shall be deemed non-confidential, if (i) it was already known to the recipient beforehand without any obligation to maintain confidentiality, or (ii) was or becomes generally known for reasons beyond the control of the recipient. The obligation of confidentiality shall end two years upon the exchange of the respective information.
- 3.2. Each party undertakes that it shall at all times during the continuance of this PO and after its termination not publicise its involvement with the other party without their prior written consent.

### 4. Documents / IP Rights

Purchaser hereby retains any and all property rights, including copyrights and other intellectual or industrial property rights, regarding data, figures, drawings, models, samples, calculations, design drawings and other documents ("Purchaser Materials") that it provides to Supplier for the performance of the Contract. Supplier is not entitled to copy or make such documents available to third parties without Purchaser's prior consent. The Supplier acknowledges that Purchaser Materials are the exclusive property of the Purchaser.

### 5. Timing of Performance

Supplier shall inform Purchaser without undue delay in writing if it becomes or should have become aware of facts that suggests that the performance of the Contract will be delayed. The obligation to adhere to the agreed dates remains unaffected and the notification does not release the Supplier from any liability. Any premature performance of the Contract shall be subject to Purchaser's prior approval in writing.

### 6. Prices; Payment Terms

- 6.1. The prices stated in the PO are binding fixed prices and unless otherwise agreed, the prices include all services and all ancillary costs (e.g. packaging, transport, insurance of the goods) and taxes except for value-added and/or sales tax if applicable (Value Added Tax) which – subject to Clause 6.2 below - are added but have to be invoiced in accordance with the applicable tax regulations. Unless expressly otherwise agreed in writing, the prices shall be understood delivered duty paid (DDP) and unloaded (at designated place according to PO) in accordance with INCOTERMS 2020. No increase in the price may be made by the Supplier after the PO is accepted by the Purchaser. Neither variation in the Price nor extra charges will be applicable at any time without express acceptance in writing by a duly authorised representative of the Purchaser. The Purchaser shall not be liable to pay any expenses incurred by the Supplier save where it has expressly agreed to do so in writing.
- 6.2. If Purchaser provides the Supplier with an exemption certificate for such Value Added Tax, the Supplier shall not charge Purchaser for such Value Added Tax.
- 6.3. If in accordance with legislation of Purchaser's country of tax residence ("Applicable Law") there is an obligation to withhold tax on income of and/or payment to Supplier, Purchaser shall be entitled to withhold and pay to the relevant tax authorities the corresponding amounts and provide to Supplier the payment evidence and other supporting documentation, as may be available. In case, following the conditions of any applicable double taxation treaty between Purchaser's country and Supplier's country of tax residence, a reduced withholding tax rate is applicable, then Purchaser should apply this reduced rate, provided that it receives in due course the relevant supporting documentation required by tax legislation of Purchaser's country and Supplier's country of tax residence. In case such supporting documentation is not provided upon Purchaser's request or Purchaser has reasonable grounds to believe that provided documentation is not compliant with requirements set forth in tax legislation of Purchaser's country and Supplier's country of tax residence, Purchaser will withhold tax in accordance with regular applicable rates stipulated by relevant tax authorities and will be entitled to charge extra cost due to its additional efforts. Nonetheless, the parties shall cooperate with each other for their respective tax applications and reports to any governmental authorities, and in case any tax is payable and subsequently refundable, both parties will reasonably collaborate to ensure that this refund is effectively returned.
- 6.4. Any stamp duties or stamp taxes if applicable, shall be borne by Supplier in full and Supplier shall provide to Purchaser a payment proof of any stamp duties or

stamp taxes payable with regards to the PO within ten (10) calendar days after accepting Purchaser's PO.

- 6.5. Purchaser shall initiate payment on the sixtieth (60) calendar day upon receipt of the Supplier's validly submitted and undisputed invoice. If Purchaser has agreed to partial payments the payment term shall commence upon receipt of the partial invoice. No invoices shall be issued nor payment made prior to delivery of the Materials or Services performed.
- 6.6. Each invoice shall include such supporting information as is required by the Purchaser to verify the accuracy of the invoice and shall quote the PO number (if any) to which it relates. Any payment delay by Purchaser requires an express written payment reminder. The interest rate for late payments shall be five (5) percentage points above the statutory base rate.

### 7. Set-off; Right of Retention

- 7.1. Notwithstanding the statutory rights of retention and set-off, Purchaser is entitled to set-off any of its claims against the Supplier or affiliated companies of Supplier, i.e. any legally independent enterprises in which Supplier directly or indirectly holds a majority ownership interest or which holds a majority of the ownership interest in the Supplier, or is directly or indirectly controlled by or is controlling directly or indirectly the Supplier.
- 7.2. Supplier is not entitled to withhold the performance of its obligations under the Contract in case of a dispute over the amount of the remuneration payable to Supplier except in cases where the claim itself and the amount claimed are undisputed or adjudicated with binding legal effect.

### 8. Assignment

Supplier is not entitled to assign any claims arising out of and or in connection with the Contract without Purchaser's prior consent in writing. Purchaser's consent is deemed for claims that are subject to factoring arrangements initiated or supported by Purchaser.

### 9. Indemnification

Supplier shall indemnify and hold harmless Purchaser for any and all damages, costs, including but not limited to costs for legal defence, and expenses attributable to (a) product defect to the extent that the defect is attributable to the acts or omissions of the Supplier, its employees, agents or sub-contractors, (b) infringement of statutory or administrative regulations, (c) infringement of intellectual and industrial property rights attributable to the acts or omissions of the Supplier, its employees, agents or sub-contractors and arising out of, or in connection with, the manufacture, supply, sale or use of the Supply Items or the supply, receipt or use of the Services, appearance, labelling or advertising or (d) any claim made against the Purchaser arising out of, or in connection with, the supply of the Items or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or sub-contractors. Any further statutory rights remain unaffected.

### 10. Insurance Cover

During performance of the Contract and until the expiry of the warranty period Supplier shall procure and maintain general or professional liability insurance of not less than EUR 5 million, and – to the extent the Supplier is supplying products – product liability insurance with a suitable insurance coverage of not less than EUR 5 million for a single event and not less than EUR 10 in aggregate claims arising in a year. Purchaser is entitled to investigate the existing insurance cover, in particular, by requesting a written confirmation from Supplier's insurer, insurance broker or by reviewing the non-commercial parts of the insurance policies. The conclusion of insurance contracts shall not release the Supplier from its liability towards the Purchaser.

### 11. Sub-Suppliers

Supplier is fully responsible and liable for any of its sub-suppliers and their sub-suppliers.

### 12. Force Majeure

Supplier shall not be considered in delay in case it is unable to deliver the Supply Items because of war, natural disaster or any other comparable reason, which is beyond the control of the Supplier (Force Majeure). The Supplier shall provide written notice of the nature and extent of any such Force Majeure condition within three (3) days and use commercially reasonable efforts to remove any such causes and resume delivery as soon as practical. If the notice of the Supplier is late, it shall compensate Purchaser for any damage caused thereby. However, if a Force Majeure situation lasts for more than 1 month, Purchaser may terminate the Contract by written notice, with immediate effect. In such case, Supplier is not entitled to any payment and must return any payments already received from Purchaser.

### 13. Data Protection

Supplier undertakes to comply with applicable data protection law, in particular the provisions of the EU General Data Protection Regulation (GDPR). The processing of personal data, submitted to Supplier by Purchaser within the framework of the supply relationship or for the purpose of providing services, is only permissible for the purpose of fulfilling the Contract. Processing for other purposes, in particular for the Supplier's and third parties' own purposes, is not permissible.

### 14. Code of Conduct

The Purchaser's Supplier Code of Conduct available at Purchaser's website forms an integral part of these GPC and any Contract concluded thereunder.

### 15. Invalidity

Should any provision or part of a provision of the GPC be or become invalid or unenforceable, or should the GPC contain an unintended contractual gap, then the invalid or unenforceable provision shall be severed from the remainder of this Agreement and the remainder of the Agreement shall not be affected. Any such invalid or unenforceable provision shall be deemed replaced, or any gap deemed to be filled with, an appropriate provision, which, in accordance with the economic purpose and object of the provision and/or the GPC and as far as legally permissible, shall come closest to the parties' original intention, or that intention which the parties would have had, had they considered the issue.

## 16. Governing Law; Jurisdiction

- 16.1 The GPC and the Contracts are subject to the laws of the country in which the Purchaser has its registered seat excluding the United Nations Convention on the International Sale of Goods (CISG).
- 16.2 For Suppliers with place of business in the EU or EFTA exclusive place of jurisdiction for all disputes arising out of or in connection with the GPC and the Contracts concluded on the basis thereof shall be the registered seat of Purchaser.
- 16.3 For Suppliers with place of business outside the EU and EFTA all disputes arising out of or in connection with or in connection with the GPC and the Contracts shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Place of arbitration shall be Zurich, Switzerland. The Emergency Arbitrator Rules shall not apply. The language of the arbitral proceedings shall be English.

## Part B – SUPPLY

### 17. Delivery; Delay

- 17.1 Unless otherwise stipulated in the PO, the items named in the respective PO ("Supply Items") shall be marked in accordance with the Purchaser's instructions and delivered DDP nominated place in the PO according to INCOTERMS 2020 and in accordance with GDP guidelines, if applicable to the transported items, properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.  
Unless otherwise stipulated by the Purchaser in the PO, deliveries and/or performance shall only be accepted by the Purchaser within its usual business hours. Transfer of risk for the Supply Items shall occur in accordance with the agreed upon INCOTERM at the place of delivery named in the respective PO. Transfer of title shall occur upon hand over of the Supply Item at the place of delivery.
- 17.2 Purchaser shall have the right to cancel the PO for the Supply Items or for any part of the Supply Items which have not yet been delivered to Purchaser. In relation to any PO cancelled or part-cancelled under the present clause, on receipt of validly issued and properly documented evidence, the Purchaser shall pay for that part of the price which relates to the Supply Items which at the time of cancellation have been manufactured and ready for delivery to or in transit to the Purchaser. To the maximum extent possible, the Supplier shall mitigate all costs relating to the PO immediately upon receipt of cancellation under the present clause.
- 17.3 The Supply Items shall not be delivered by instalments unless otherwise specified in the PO or agreed in writing by the Purchaser. In case of excess delivery, Purchaser also reserves the right to reject the whole or may accept only the quantity ordered and shall not be bound to pay for any excess it does not accept, which will be and remain at the Supplier's risk and will be returnable at the Supplier's expense. If the Supplier delivers in excess of or less than the quantity ordered, the Purchaser may accept delivery, in which case the Price shall be adjusted pro-rata.
- 17.4 The PO number must appear on all packing slips, invoices and other documentation referencing the PO/release, as applicable.
- 17.5 Any remuneration paid by Purchaser shall not constitute a defect free acceptance of the Supply Items or waiver of any rights.
- 17.6 The delivery date stated in the PO, if any, shall be binding. Supplier shall be in delay if the Supply Items are not delivered at the date stated in the PO.
- 17.7 If the Supplier fails to deliver any of the Supply Items by the agreed date, Purchaser shall (without prejudice to its other rights and remedies) be entitled at Purchaser's sole discretion: (i) to terminate the Contract in whole or in part; (ii) to refuse to accept the delivery of any Goods delivered late and any more Goods under the Contract or, if delivery occurs, to reject such Goods; and/or (iii) to recover from the Supplier all costs and losses resulting to the Purchaser from the failure to deliver on time, including the amount by which the price payable by the Purchaser to acquire those Goods from another supplier exceeds the price payable under the Contract and any loss of profit.

### 18. Certificates of analysis ("COA") for raw material deliveries

Supplier will provide Covetrus with a recent and representative COA for each Supply Item purchased by Covetrus prior to shipment as well as any other information requested by Purchaser. A separate COA and/or any information must be provided for each manufacturing lot without undue delay.

### 19. Warranty for Supply Items; Spare parts

- 19.1 Supplier warrants that the Supply Items are produced, sold and delivered in compliance with the requirements of the applicable standards, regulations and statutory law of Supplier's country as well as the Supply Items' and shall correspond with the description and any Specification provided in Purchaser's PO, and be fit for the intended purpose. The Supply Items shall also be free of defects in design, material and workmanship and remain so for 24 months after delivery or the shelf life, whichever is the shorter, and shall be free of rights, liens and encumbrances of third parties. Supplier shall also be legally authorized to sell and deliver the Supply Items. The Supply Items shall have a remaining shelf-life of at least six (6) months after the delivery date. A breach of the aforementioned warranties shall be considered a defect of the Supply Items.
- 19.2 Purchaser shall inspect the delivered Supply Items and notify any apparent defects within fourteen (14) days after delivery or in case of hidden defects after discovery. The conditions at the place of delivery shall be taken into account. Purchaser shall be entitled to reject any Supply Items which are not in full compliance with the PO and the present GPC. Any acceptance of defective, late or incomplete Supply Items or any payment made in respect thereof shall not constitute a waiver of any of Purchaser's rights and remedies. Any rejected Supply Items may be returned to the Supplier at the Supplier's cost and risk. The Supplier shall pay to Purchaser a reasonable charge, as notified by Purchaser to Supplier, for storing and returning any of the Supply Items rejected.
- 19.3 The warranty period shall expire twenty four (24) months after transfer of risk to Purchaser. If the Supply Items are used for a building in accordance with the normal way they are used and this has resulted in the defectiveness of the building, the warranty period shall expire sixty (60) months after transfer of risk to Purchaser. Statutory warranty periods exceeding the aforementioned remain unaffected.
- 19.4 Purchaser is entitled to statutory warranty rights without restriction. In particular, the Purchaser shall be entitled, at his choice, to claim remedy of the defect or delivery of a defect-free Supply Item ("Subsequent Performance").
- 19.5 The Supplier shall bear all costs of Subsequent Performance, in particular the costs for examination and analysis of a defect as well as labour-, material-, travel- and transport costs. Furthermore, the Supplier shall reimburse the expenses for the removal of the defective Supply Items and the installation or attachment of the repaired or delivered defect-free Supply Items.

- 19.6 During the Subsequent Performance the warranty period shall be suspended. The warranty period shall expire not earlier than three (3) months after the suspension has ended. In case Supplier replaces the Supply Items the initial warranty period shall commence anew; in case Supplier repairs the defective Supply Item the initial warranty period shall only commence anew for the remedied part of the Supply Items.
- 19.7 Purchaser warrants the supply of spare parts for the Supply Items for a period of 5 years. If Supplier ceases to supply such spare part in this time period, it shall notify Purchaser at least 6 months before the end of supply in order to enable Purchaser to make a last time buy.

## Part C – SERVICES

### 20. Place of Performance; Acceptance

- 20.1 The Supplier shall perform the services at the place named in the PO and provide all equipment, tools, vehicles and any other items as are required to provide the Services. If the PO does not explicitly name the place of the services, the place of performance shall be derived from the circumstances.
- 20.2 In performing the Services, the Supplier shall observe all health and safety rules and regulations and any other security requirements that apply at any of the Purchaser's premises, not do or omit to do anything which may cause the Purchaser to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business and the Supplier acknowledges that the Purchaser may rely or act on the Services.
- 20.3 Purchaser shall accept the performed services if they are in conformance with the Contract. Transfer of risk shall occur upon acceptance.

### 21. Warranty for Services

- 21.1 Supplier warrants that its services are being performed in a workmanlike manner and at least in accordance with the applicable industry standard and the applicable laws and regulations. Furthermore, Supplier warrants that its work results are free of material and legal defects, have the agreed quality and are fit for the contractual purpose. Supplier shall inform Purchaser without undue delay if it becomes aware of facts that may endanger the performance of the services or question the information provided by Purchaser.
- 21.2 Supplier shall be liable according to the statutory provisions. Defective works are subject to the statutory provisions, however, the warranty period shall be two (2) years commencing after acceptance and the remedies are subject to the stipulations in 19.4 subsequent.
- 21.3 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Purchaser to inspect such records on request.

### 22. Invoicing

Supplier is entitled to issue an invoice upon full performance and acceptance of all services and provision of the documentation agreed in the Contract. Supplier shall issue a final invoice even in case Purchaser has agreed to make partial payments to Supplier.

### 23. Cancellation

- 23.1 Purchaser remains entitled to cancel the Contract at its sole discretion prior to full performance of the services.  
Where the Purchaser has paid in advance for Services that have not been delivered or provided, to have such sums refunded by the Supplier.
- 23.2 Supplier shall be paid a reasonable termination charge consisting of a percentage of the PO price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Supplier shall not be paid for any work done after receipt of the notice of termination

### 24. Minimum wage, foreign employees, Sub-Suppliers; work safety

- 24.1 Supplier hereby confirms to Purchaser that he complies with the applicable laws on minimum wage and the employment of foreign workers.
- 24.2 Supplier hereby warrants that he and any sub-Supplier or assigned lender contracted by him will comply with the applicable laws on minimum wage and the supply of temporary workers.
- 24.3 Supplier shall use sub-suppliers only upon Purchaser's approval.
- 24.4 Supplier ensures to secure that in performing the services all applicable work safety rules are complied with
- 24.5 Supplier shall hold Purchaser free and harmless from any claim which may be brought against Purchaser under the applicable laws on minimum wage, the supply of temporary workers or work safety by Supplier's employees and/or of employees of any sub-Supplier or assigned lender contracted by Supplier shall bear any damages and costs – including any necessary legal defence costs – which arise from such disputes, unless Supplier cannot be held responsible for the breach or (alternatively) he acted without negligence with regard to the selection and the surveillance of sub-Suppliers which do not qualify as vicarious agents. Any rights and remedies under statutory law remain unaffected.
- 24.6 Supplier shall support Purchaser in defending against such claims to the best of his knowledge and with the greatest possible care.

\*\*\*